

## NEGOTIATED CONTRACT (SUPPLIES AND SERVICES)

ACQUISITION OR OTHER PURCHASE AUTHORITY		CONTRACT/TASK ORDER NO. STATOTHR	
63-27346		[REDACTED]	
ISSUING OFFICE		ADDRESS	
Central Intelligence Agency		2430 E Street, N. W. Washington 25, D. C.	
STATOTHR		CONTRACTOR	
NAME		ADDRESS	
[REDACTED]		[REDACTED]	
CONTRACT FOR		AMOUNT Fixed Price	
High Speed Precision Coordinatograph		Redeterminable	
ACQUISITION AND OTHER ADMINISTRATIVE DATA		\$ 152,361.00	

## Declass Review, NIMA/DoD

This negotiated contract is entered into pursuant to statutory authority, and any required determination and findings have been made.

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and above named Contractor who is an ☐ Individual, ☐ Partnership, ☐ Corporation, incorporated in the State of \_\_\_\_\_, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule, or Task Orders, issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the terms and conditions on the reverse hereof, attached Schedule and General Provisions. To the extent of any inconsistency between the Schedule and General Provisions, and any specifications or other provisions which are made a part of the contract by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

The Contractor represents (a) that it ☐ is, ☐ is not, a small business concern. For this purpose, a small business concern is a concern that (i) is not dominant in its field of operation and, with its affiliates, employs fewer than 500 employees, or (ii) is certified as a small business concern by the Small Business Administration. (See Code of Federal Reg., Title 13, Ch. II, Part 103, 21 Fed. Reg. 9708, which contains the detailed definition and related procedures.); (b) that it ☐ has, ☐ has not, previously been denied a Small Business Certificate by the Small Business Administration; and (c) if offeror is a regular dealer, it also represents that all supplies to be furnished hereunder ☐ will, ☐ will not be manufactured or produced in the United States or its territories or possessions by a small business manufacturer or producer; and, further, makes the representations regarding contingent or other fees, set forth on the reverse hereof.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of

21 June 19 63.

SIGNATURES (Type or print all names under all signatures)

[REDACTED SIGNATURES]

CONTRACTING OFFICER

WITNESSES (In case of corporation, witnesses not required, but certificate on the reverse must be completed.)

STATOTHR

(SCHEDULE)

CONTRACT TASK

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The Contractor shall provide and install a High Speed Digital Precision Coordinatograph technically in accordance with the Contractor's proposal P472 dated 27 November 1962, as amended under date of 24 January 1963 and 8 May 1963, which is incorporated herein by reference, to include:

1. High Speed Precision Coordinatograph 1 each
2. Electronic circuit boards, spares, set to consist of 1 each of the 23 different types in the unit to be provided under Item 1 1 set
3. Servo motor, spare 1 each
4. Interim Progress Reports shall be submitted bi-monthly in quadruplicate - one copy to the Contracting Officer and three copies directly to the cognizant Technical Representative of the Contracting Officer. These reports shall include:
  - a. Report on the work performed to date
  - b. Work plans for the next period
  - c. An indication of the estimate of program completion.
  - d. Sketches, diagrams, photographs, etc. to show progress situation.
5. Operating and Maintenance Manual containing full operating instructions, discussion of the theory of operation, description of the actual circuits, illustrative diagrams, recommended maintenance procedures, etc. 6 copies
6. Drawings. These will consist of prints of the working drawings used to construct the plotter system, including mechanical layouts and details sufficient for operation and maintenance of the equipment, complete electrical schematics, wiring diagrams and block diagrams. 2 sets
7. Spare Parts List. This is to include all items recommended for operation and maintenance of the system, including parts and supplies normally expected to be consumed in the operation of the equipment, with adequate data to permit procurement of such special parts as circuit modules which are not actually consumed but facilitate rapid trouble diagnosis and repair. 1 each

*Asked for  
monthly reports  
beginning Jan 64*

*Approved  
10 Dec 63*

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(SCHEDULE)

CONTRACT/TASK ORDER NO.

The Contractor shall review with the Technical Representative of the Contracting Officer the Contractor's design of the interface component of this equipment prior to the commencement of its manufacture.

Training of Government Operating and Maintenance Personnel:

This is to be provided at the convenience of the Government either at the Contractor's plant or at Washington, D. C. and is to consist of approximately one (1) week of instruction to one or two Government personnel.

Delivery F.O.B. and Installation:

The Contractor shall deliver the unit to be provided hereunder F.O.B. truck at Washington, D. C. the exact destination to be provided by the Technical Representative of the Contracting Officer. The Contractor shall advise the Technical Representative as early as possible of the date and approximate hour of arrival at destination to permit proper scheduling of the Government unloading crew and equipment, etc. Furthermore, the Contractor shall likewise provide the Technical Representative with installation instructions, power requirements and venting if required, to provide the proper space and service facilities at the installation site. This information will be provided by the Contractor by at least three (3) weeks in advance of the estimated delivery date.

Acceptance:

? need 5-6 months.

Before the shipment of the completed unit the Contractor shall perform such tests as are necessary to demonstrate that it meets the contract specification requirements for the system. Final acceptance shall be by the Technical Representative of the Contracting Officer at Washington, D. C. The specific programs and procedures to be used in the acceptance tests will be determined jointly between the Technical Representative of the Contracting Officer and the Contractor.

Security Requirements for Contractor's Personnel Involved in Work on Government Premises:

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The Contractor agrees that he will assign to the work of installation and training to be provided hereunder only such persons as are citizens of the United States of America and approved by the Contracting Officer in advance in writing. For this purpose, the Contractor shall initiate to the Contracting Officer a "Request for Contract Security Authorization", form 1841, for each individual at least four (4) months in advance of the scheduled date of such installation and training.

*Security [redacted] informed me that since this is an S-C-O contract, he needs only Names, Date of Birth, Co. affiliation & Home Address. (31 Dec 65)*

*Furnished by [redacted] 3 Jan 66. Copy to [redacted] - all OK with one exception - See letter in Security section.*

NAME OF CONTRACTOR

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## SCHEDULE

Contract No. [REDACTED]

The Contractor agrees that all contractor personnel performing the work under this contract will maintain a high degree of vigilance and diligence to prevent any damage or injury to Government property, equipment, or personnel in the vicinity of the work and to the greatest extent possible, avoid any interference with any plant operations that may be in process during the work performed hereunder. Further, the Contractor agrees that it would be his responsibility to see that any Government property or equipment damaged by his employees during the performance of such installation will be restored at his expense and to the satisfaction of the Contracting Officer.

Warranty:

The Contractor warrants the equipment hereunder to be free from defects in workmanship or materials at the time of delivery to the Government. The Contractor will repair or replace free of charge any component of such equipment which fails in service due to a defect present at the time of acceptance. Such replacement or repair is limited to the faulty component or components and does not extend to other parts of this or other equipment damaged incidentally or as a consequence of such initial failure. If a component part covered by this warranty has been shipped prepaid by the user to the Contractor, and has been found to be defective in workmanship or material, repair or replacement will be made and return shipment will be prepaid.

Price Redetermination (Type E) (Nov. 1962):

This contract is subject to Price Redetermination in accordance with the attached clause entitled "Price Redetermination (Type E) (NOV. 1962)," to be administered consistent with the following:

The maximum price (\$152,361.00) of this contract includes a target profit of \$13,851.00 based on an estimated cost of \$138,510.00. To the extent that the actual cost of this contract is less than \$138,510.00 the Contractor will accrue an increased profit of TWENTY CENTS (\$.20) out of each dollar, provided, however, that the maximum profit shall not exceed 15% of final actual costs.

Interest (Feb. 1962):

Notwithstanding any other provision of this contract, unless paid within 30 days all amounts that become payable by the contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code) shall bear interest at the rate of six percent per annum from the date due until paid, and shall be subject to the adjustments as provided by Part 6 of Appendix E of the Armed Services Procurement Regulation, as in effect on the date of this contract. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this contract, (ii) the date of the first demand for payment, (iii) the date of a supplemental agreement fixing the amount, or (iv) if this contract provides for

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revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by contract supplement.

The following provisions are incorporated in this Contract by reference from the 1963 Edition of the Armed Services Procurement Regulation:

Paragraph 7-104.29(a) - Price Reduction for Defective Cost or Pricing Data.

Paragraph 7-104.40 - Competition in Subcontracting

Paragraph 7-104.41(c) - Audit and Records (Nov 1962)

Paragraph 7-104.42(a) - Subcontractor Cost and Pricing Data

Paragraph E-510.1 - Progress Payments (Jan 1961) (70% of total costs)

Delivery Schedule:

Delivery shall be completed on or before 1 June 1964.

The Contractor agrees to comply with the General Schedule Provisions attached hereto and made a part hereof. In the event of any discrepancy between the foregoing and the General Schedule Provisions, the foregoing shall apply.

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**INTERNAL INFORMATION**

Regn. No. 5500-9690-63  
Voucher No. 63-27346 and Amend 1  
Proc. Chg. 3255-1020-6000  
Amount \$152,361.00 FP Redeterminable

**I CERTIFY FUNDS AVAILABLE**

Obligation Ref. No. \_\_\_\_\_ STATOTHR

Allotment No. \_\_\_\_\_

/s/ \_\_\_\_\_ Authorizing Officer

Requisition Copy To: NPIC

STATOTHR

Contract No. \_\_\_\_\_

Task Order No. \_\_\_\_\_

Supplement No. \_\_\_\_\_

Contractor's Mailing Address:

\_\_\_\_\_

STATOTHR

Contracting Officer's Address

CIA

\_\_\_\_\_

STATOTHR

- ☐ Classified SECRET internally and externally - AGENCY STERILE
- ☒ Unclassified - NONSTERILE
- ☐ U.S. Government non-traceable check
- ☒ U.S. Government Check
- ☐ Cashier's Check on the Bank of \_\_\_\_\_